

## REMARKS

### Introduction

Claims 17-23 and 41-55 are pending in the application, of which, claims 17, 52, and 55 are independent. All pending claims stand rejected. In particular, (i) claims 17-23 and 41-51 stand rejected under 35 U.S.C. §101 as being allegedly directed to non-statutory subject matter, (ii) claims 17-23, 41-44, and 46-55 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent Application No. 2002/0010686 (hereinafter "Whitesage"), in view of U.S. Patent Application No. 2003/0172006 (hereinafter "Fino"), and (iii) claim 45 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Whitesage, in view of Fino, in further view of U.S. Patent No. 5,826,244 (hereinafter "Huberman").

Upon entry of this amendment, which is respectfully requested, independent claims 17, 52, and 55, as well as dependent claims 19, 21-22, and 41-42, will be amended to more distinctly claim current embodiments. Applicants have amended the claims solely to expedite prosecution of the present application (*i.e.*, not for reasons related to patentability) and reserve the right to pursue the subject matter of the originally filed claims in this application and in other applications. No new matter is believed added by this amendment. Support for all amendments exists in the specification and claims as originally filed, and all such matter is believed to have previously been searched by the Examiner.

Applicants respectfully request reconsideration and further examination of the pending claims in view of the arguments presented herein and in accordance with 37 CFR §1.112.

### Claim Rejections Under 35 U.S.C. § 101

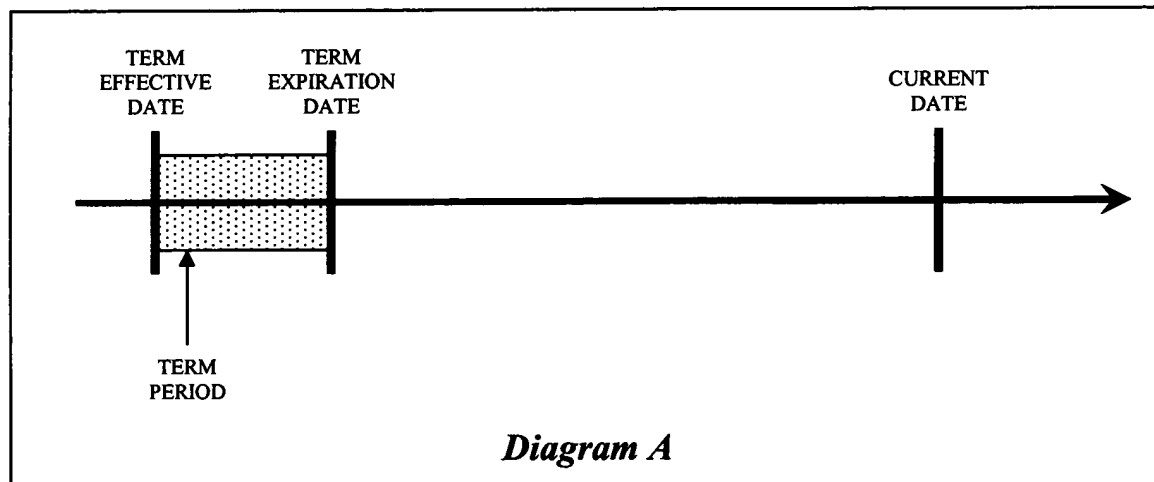
Claims 17-23 and 41-51 stand rejected under 35 U.S.C. §101 as being allegedly directed to non-statutory subject matter. Applicants amend independent claim 17 herein to recite the performance of claim limitations "by an agreement modeling system". Accordingly, Applicants respectfully request that the §101 rejection of independent claim 17 and the claims dependent thereon (claims 18-23 and 41-51) be withdrawn. This amendment to independent claim 17 is entered solely to advance prosecution and in no way indicates Applicants' agreement with the substance or theory of the outstanding §101 rejection.

**Claim Rejections Under 35 USC § 103(a)**

Claims 17-23, 41-44, and 46-55 stand rejected as being unpatentable over Whitesage in view of Fino. Applicants amend independent claims 17, 52, and 55 herein to more distinctly claim current embodiments. Many of the currently claimed limitations (as currently amended) are not taught or suggested by the cited references. A description of one such limitation is provided below to support the traversal of this ground for rejection.

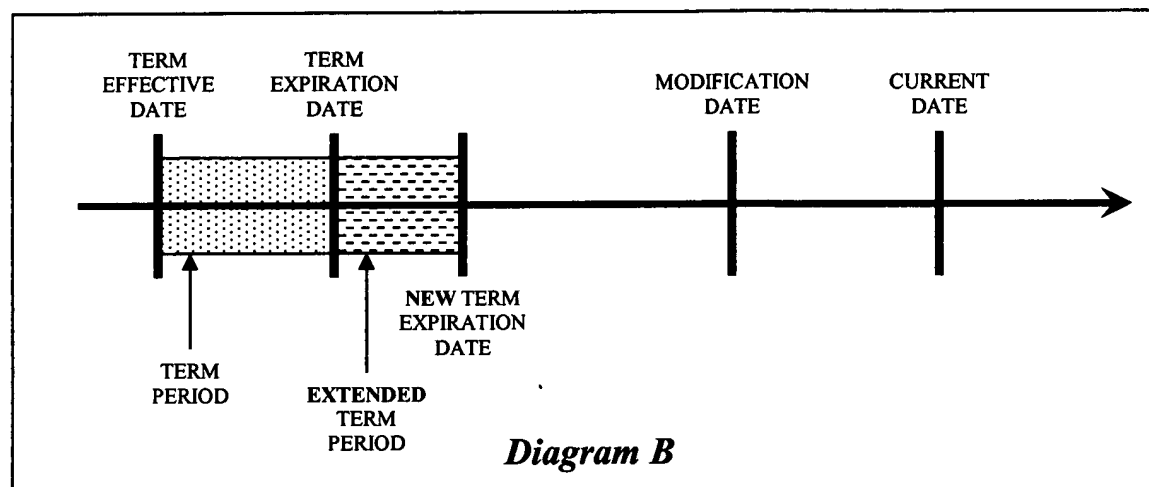
Applicants respectfully assert that Whitesage and Fino, either alone or in combination, fail to teach or suggest embodiments as recited in amended independent claims 17, 52, and 55. In particular, Whitesage and Fino fail to teach or suggest a method, apparatus, or article of manufacture that includes *determining an applicability of the agreement term with respect to the transaction, as of the query date, based at least in part on a comparison of the term date, the transaction date, the modification date, and the query date* (a limitation generally recited in each of the pending independent claims, as amended).

Due to the complexity of the above-mentioned claim limitation, exemplary diagrams in accordance with some currently claimed embodiments are provided to assist in clarifying the absence of such a limitation in either of the cited references. *Diagram A* below shows an exemplary time-line in accordance with some embodiments.



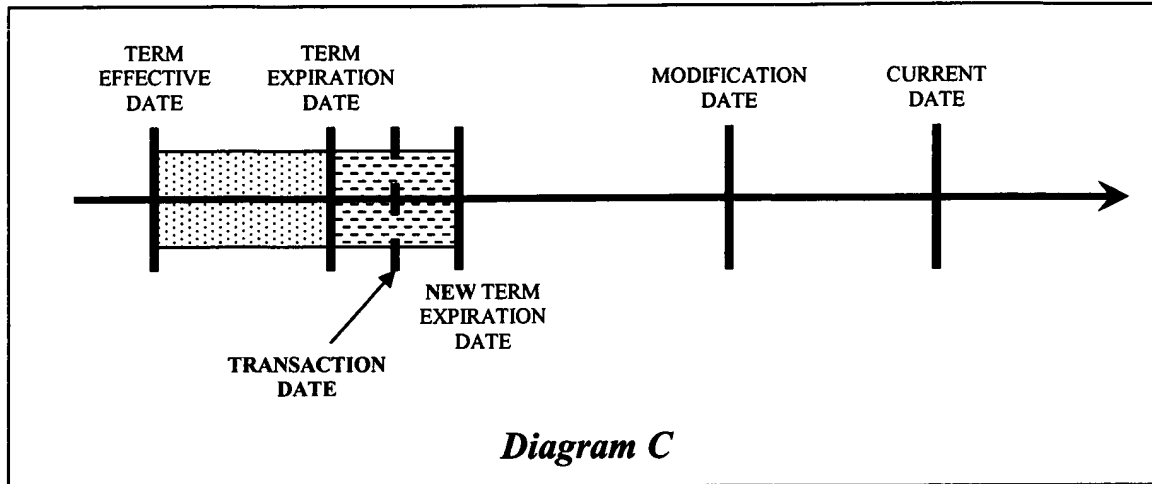
As shown in *Diagram A*, for example, assume the time line represents a time line associated with an agreement such as a contract and/or financial instrument agreement. A term of the agreement (*e.g.*, "TERM"), such as a clause or other term, may be effective starting on a

"TERM EFFECTIVE DATE" and may expire upon a "TERM EXPIRATION DATE". In other words, the TERM may be effective over a "TERM PERIOD", as shown. The complexity begins to present itself in the case that a retroactive modification (*e.g.*, "MODIFICATION") to the agreement is made on a "MODIFICATION DATE", as shown in *Diagram B*, below.



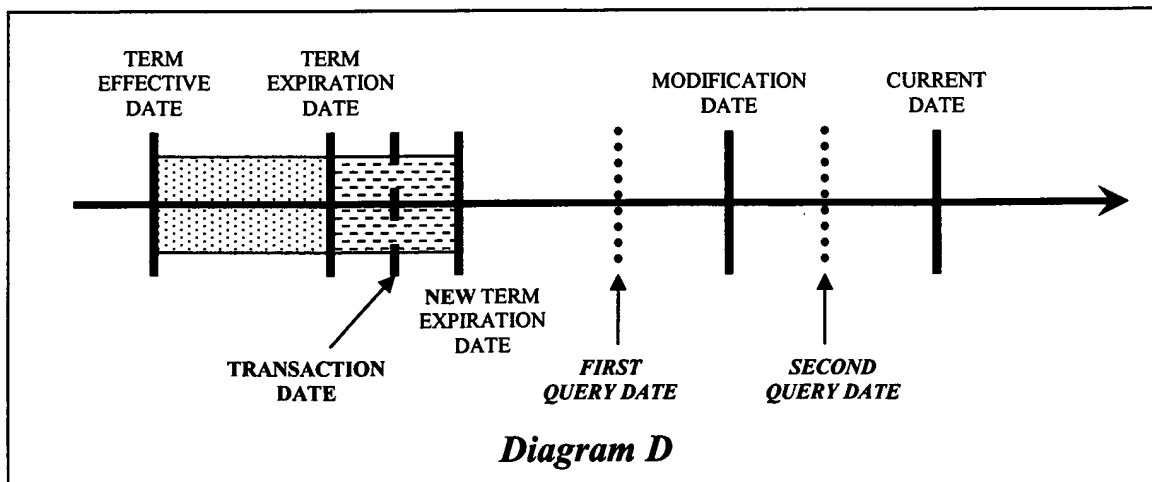
The MODIFICATION may, for example, be an alteration of the agreement approved by both parties for various reasons (*e.g.*, due to financial instrument changes, renegotiations, and/or other reasons that are typical or possible with respect to agreements made in various industries). As shown in *Diagram B*, the MODIFICATION may retroactively modify the TERM EXPIRATION DATE that ends the applicability of the agreement TERM. In other words, the TERM EXPIRATION DATE is moved to a **NEW TERM EXPIRATION DATE**, defining a new and **EXTENDED TERM PERIOD**, as shown. The MODIFICATION may cause complications, in typical systems however, when a user attempts to retrieve information regarding the agreement.

For example, as shown in *Diagram C* below, the user may query, in typical systems, to determine if a TRANSACTION, occurring on a "TRANSACTION DATE" (occurring as shown) is covered by the agreement. In typical systems, however, any query submitted after the MODIFICATION DATE (*e.g.*, on the CURRENT DATE) will show that the MODIFICATION applies, and that the TRANSACTION is covered by the agreement. Such results may not, however, be desirable. In the case that the user desires to query the applicability of the TERM to the TRANSACTION *as viewed from a different date* than the CURRENT DATE (*e.g.*, the end of last quarter) prior systems are simply incapable of providing such query results.



As shown in Diagram D below, for example, currently claimed embodiments provide determining an applicability of the agreement *term* with respect to the *transaction*, as of the *query date*, based at least in part on a comparison of the *term date*, the *transaction date*, the *modification date*, and the *query date*. In other words, currently claimed embodiments allow the user to enter a "QUERY DATE" that is different than the CURRENT DATE. This gives the user great flexibility in querying agreement information and specifically allows the user to determine the applicability of the TERM to the TRANSACTION *as viewed from the perspective of* a specific QUERY DATE (which is different than the CURRENT DATE).

As shown in *Diagram D*, for example, the user may submit either or both of the **FIRST QUERY DATE** or the **SECOND QUERY DATE**. The user may discover, for example, that as of the **FIRST QUERY DATE**, the TERM *did not* apply to the TRANSACTION, yet as of the **SECOND QUERY DATE** (e.g., after the MODIFICATION DATE), the TERM *did* apply to the TRANSACTION.



In other words, the agreement modeling system of currently claimed embodiments may compare the TERM DATE, the TRANSACTION DATE, the MODIFICATION DATE, and the QUERY date to determine the applicability of the TERM to the TRANSACTION as of the user's QUERY DATE. Neither of the cited reference describes, teaches, suggests, or even contemplates such a limitation. Neither Whitesage nor Fino, for example, teach, suggest, or even mention **a query date that is different than the current date**, much less utilizing such a query date in a determination of whether or not an agreement term applied to a transaction **as of the query date**.

Applicants therefore respectfully assert that Whitesage and Fino fail to anticipate (or render obvious) embodiments as recited in amended independent claims 17, 52, and 55, at least because Whitesage and Fino fail to teach or suggest, either alone or in combination, a method, apparatus, or article of manufacture that includes *determining an applicability of the agreement term with respect to the transaction, as of the query date, based at least in part on a comparison of the term date, the transaction date, the modification date, and the query date*.

Applicants therefore respectfully request that the §103(a) rejection of independent claims 17, 52, and 55 be withdrawn and that independent claims 17, 52, and 55 be allowed. Dependent claims 18-23, 41-51, and 53-54 are believed patentable at least for depending upon patentable base claims.

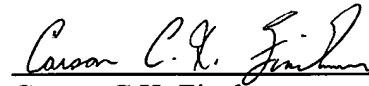
**CONCLUSION**

Accordingly, Applicants respectfully request allowance of the pending claims. If any issues remain, or if the Examiner has any further suggestions for expediting allowance of the present application, the Examiner is kindly invited to contact the undersigned via telephone at (203) 972-4982.

Respectfully submitted,

May 23, 2005

Date



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